



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MNSD

### Introduction

This hearing was convened in response to an application by the Tenant pursuant to the *Residential Tenancy Act* (the “Act”) for an Order for return of the security deposit.

I accept the Tenant’s evidence that the Landlord was served with the application for dispute resolution and notice of hearing by registered mail in accordance with Section 89 of the Act. The Landlord did not participate in the conference call hearing.

The Tenant was given full opportunity to be heard, to present evidence and to make submissions.

### Issue(s) to be Decided

Is the Tenant entitled to the monetary amount claimed?

### Background and Evidence

On August 28, 2011 the Tenant paid to the Landlord the amount of \$900.00 as a security deposit on the lease of unit. The tenancy was to commence on October 1, 2011. On September 8, 2011, the Tenant informed the Landlord that the tenancy would not commence as the Tenant’s plans had changed and the Tenant asked for the return of the security deposit. On October 5, 2011, the Tenant, in writing, again requested return of the deposit and included her address for receipt of the monies. The Landlord did not file an application to claim against the security deposit and did not return the security deposit. The Tenant states that she is not waiving return of double the security deposit.

Analysis

Section 38 of the Act provides that within 15 days after the later of the date the tenancy ends, and the date the landlord receives the tenant's forwarding address in writing, the landlord must repay the security deposit or make an application for dispute resolution claiming against the security deposit. Where a Landlord fails to comply with this section, the landlord must pay the tenant double the amount of the security deposit. Accepting that the Landlord received the Tenant's forwarding address and as the Landlord failed to make an application for dispute resolution claiming against the security deposit, and failed to return the security deposit within 15 days of receipt of the Tenant's forwarding address, I find that the Landlord is required to pay the Tenants double the security deposit in the amount of **\$1,800.00**.

Conclusion

I Grant the Tenant an Order under Section 67 of the Act for the amount of **\$1,800.00**. If necessary, this order may be filed in the Small Claims Court and enforced as an order of that Court.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the Act.

Dated: January 30, 2012.

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Residential Tenancy Branch